

REQUEST FOR ~~PROPOSALS~~ BEST AND FINAL OFFERS

of the

METROPOLITAN TRANSPORTATION COMMISSION

for the

511 WEB SERVICES CONTRACTOR

~~January 11, 2011~~

April 15, 2011

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, California 94607-4700

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## **I. PROJECT DESCRIPTION**

### **A. THE METROPOLITAN TRANSPORTATION COMMISSION (MTC)**

MTC is the regional transportation planning agency and the Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area, with statutory responsibilities for coordinating transit services in the region.

The San Francisco Bay Area includes the nine counties bordering the San Francisco Bay: Alameda and Contra Costa Counties in the East Bay; Marin, Napa, Solano and Sonoma Counties in the North Bay; San Francisco and San Mateo Counties on the Peninsula/West Bay; and Santa Clara County (the region's most populous county) in the South Bay. The region has a population of nearly 7 million (the fifth largest metropolitan area in the nation), supplies over 3 million jobs, and encompasses 7,179 square miles.

### **B. THE SAN FRANCISCO BAY AREA 511 PROGRAM**

MTC manages the 511 Traveler Information Program to provide coordinated information about the public's travel choices and to fulfill the following mission:

*The mission of 511 is to cost-effectively collect, process and disseminate data to provide premier multi-modal traveler information and services that are useful, accurate, and reliable.*

The 511 Traveler Information Program is a partnership among MTC, Caltrans, the California Highway Patrol (CHP), and many of the region's transit and paratransit operators. The program provides traffic, transit, ridesharing and bicycling information to the public by telephone via the federally dedicated information phone number (511) and on the web at 511.org and MY511.org. Select 511 features are also optimized for mobile display at m.511.org and some features are available through text messaging.

511's information is provided by multiple contractors as described below. The selected 511 Web Services Contractor will coordinate with the other MTC 511 Program Contractors to deliver its elements of the 511 Program and to present it to the public as a single, comprehensive service.

#### **1. 511 Contracts Structure**

MTC provides the 511 service through four contracts structured to provide MTC the flexibility to best manage the 511 program.

##### **a. 511 Web Services Contractor**

The 511 Web Services Contractor will be procured through this Request for Proposal. Prior to this RFP, 511 web services were provided through a contract that delivered both web services and 511 marketing. MTC is separating these two functions by moving marketing tasks to the Ridesharing & Bicycling Contract (see I.B.1.d) and by issuing this RFP for 511 Web Services.

The Web Services Contractor will have responsibilities for website design, website development, front-end operations and maintenance, and back-end operations and maintenance. As the subject of this RFP, these responsibilities are described in detail in Sections I.D, II.A, and *Appendix A, Preliminary Scope of Work*.

**b. 511 Traffic Contractor**

511 Traffic data is collected and disseminated by the 511 Traffic contractor (SAIC) through traffic.511.org and MY511.org, and includes traffic speeds, roadway incidents, construction activities, and special event information. Key traffic dissemination features include 511 Driving Times<sup>SM</sup>, which are point-to-point freeway driving times on select Bay Area freeways; historical driving times (Predict-a-Trip<sup>SM</sup>); and MY 511, which allows users to customize the traffic information they receive.

The 511 Traffic contractor is also responsible for providing, operating and maintaining the 511 phone system, the Traveler Information Center (TIC), and the real-time transit system to provide predictions of when the next transit vehicle will depart. The 511 Traffic contractor is currently working on a real-time parking availability feature for the phone and web.

**c. 511 Regional Transit Information Systems (RTIS) Contractor**

The RTIS contractor (also SAIC) collects, processes and disseminates transit schedule, route, fare and other information for all Bay Area transit operators on the transit.511.org website and also provides the 511 transit trip planner featured on the 511 website. The trip planner generates customized trip itineraries for travel on all major transit operators in the Bay Area. The RTIS contractor is currently working on a multi-modal trip planner.

**d. 511 Regional Ridesharing and Bicycling Contractor**

The 511 Rideshare contractor (currently PB Americas) provides the 511 Regional Rideshare services. Rideshare information on rideshare.511.org includes a carpool and vanpool matching database, vanpooling information, park-and-ride lot locations, employer resources and available rideshare incentives. Callers to 511 requesting rideshare information are connected to the 511 Rideshare contractor staff for personalized services.

A Request for Proposal for 511 Regional Ridesharing and Bicycling Program (RRBP) including marketing services was issued November 15, 2010. Beginning August 1, 2011, the RRBP contractor will have responsibility for providing the rideshare services described above, collecting and disseminating 511 bicycling information, and provide 511 marketing, communications, and market research activities for all of the 511 program's features and tools. The bicycling.511.org website provides bicycle information, including links to maps, use on transit, safety practices, local organizations and an interactive tool to map custom bicycle routes.



## **2. Current 511 Website Structure and Management**

The 511 Website currently features six page groupings - the home page, traffic page, transit page, rideshare page, bicycling page, and the MY511.org personalized page. 511 also provides a mobile website at m.511.org. Each 511 contractor is currently responsible for providing the content, features and tools on its respective pages and for maintaining this content. A website content diagram is available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/>. It shows the pages for which each 511 contractor has primary content management responsible. Figures 1 and 2 below, provide a different perspective on website responsibilities; showing the division of responsibilities between the 511 Web Services Contractor and the other 511 contractors over the course of the next five years.

511.org is the 511 website's homepage and serves as a portal to each of the modal sister pages (Traffic, Transit, Rideshare, Bicycling) and the MY511.org personalized page. The home page provides promotional space for 511 and other MTC operational programs. It also features some of the more popular 511 tools, such as the live traffic conditions map, the transit trip planner, and the real-time transit departures tool.

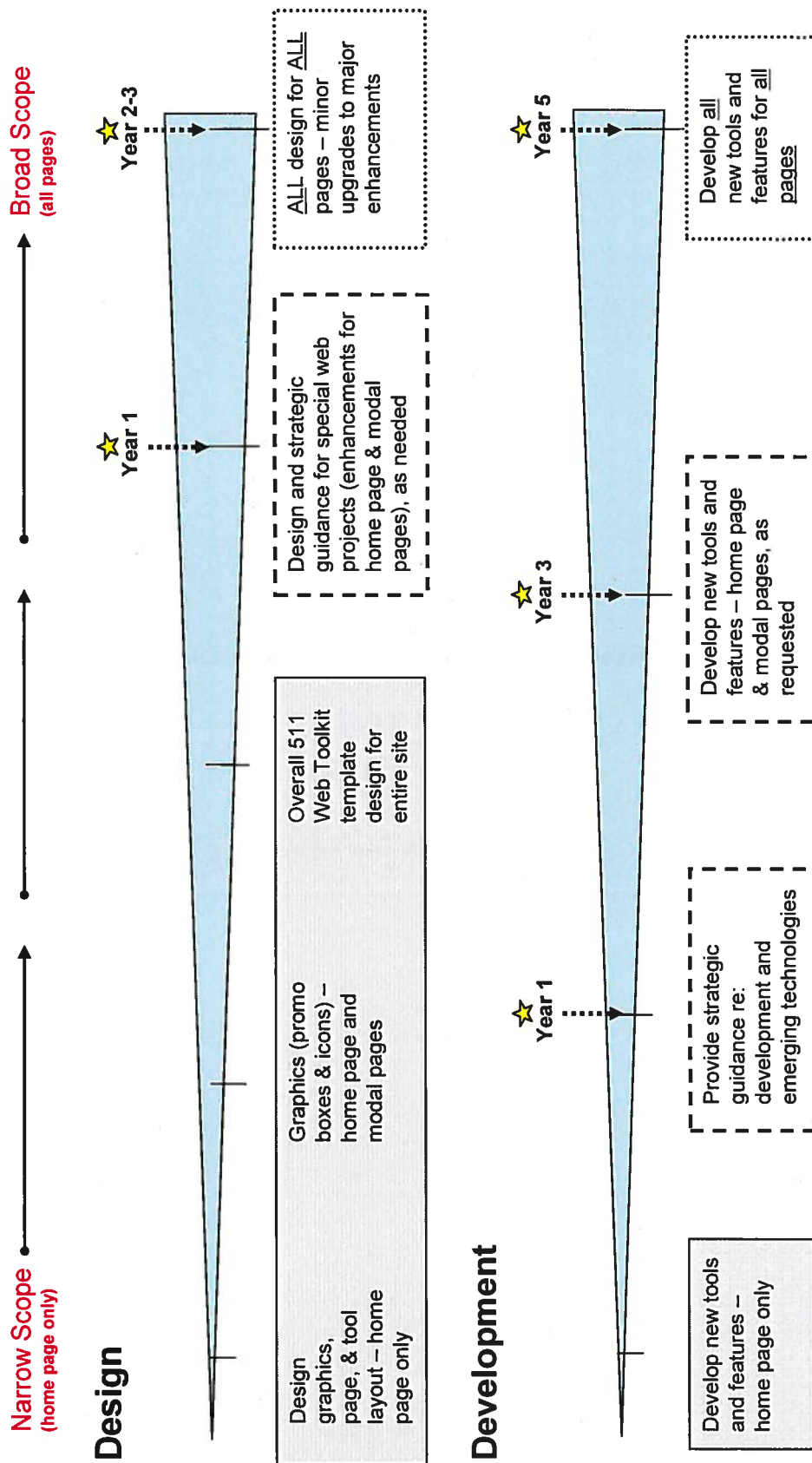
Currently MTC's 511 Web Services and Marketing Contractor performs website design, operations, and maintenance services for the 511.org home page and its subpages. This contractor also provides limited website, graphic, and information architecture design to support the entire 511 website; their role is generally limited to setting the design framework for the site and development of standard graphics. Each 511 contractor develops the website tools hosted on its pages, and also utilizes its own subcontractor(s) to provide web and user interface design work to support the development of 511 tools.

On the back-end, the 511 Traffic contractor is responsible for hosting the 511.org home page as well as the traffic.511.org pages, and the MY511.org pages. The RTIS contractor hosts the transit.511.org pages, the rideshare.511.org pages, and the mobile website – m.511.org. MTC hosts the bicycling.511.org pages, although this may change with the start of the new ridesharing and bicycling contract in July 2011.

## **3. Purpose and Intent of 511 Web Services Contract**

Through this procurement, MTC intends to hire a Web Services Contractor that, through proven value and demonstrated competence, can take on broader website responsibilities than is currently the case. Specifically, MTC's goal is to progressively transfer responsibilities (and their budgets) from the other 511 Contractors to this contract, such that the Web Services Contractor becomes responsible for all design, development, and operations and maintenance tasks associated with the 511 website, and possibly other dissemination channels. The goal for this progression is shown in Figures 1 and 2 on the following two pages.

Figure 1: 511 Web Services Design & Development  
 Responsibility Continuum for Contract Years 1-5



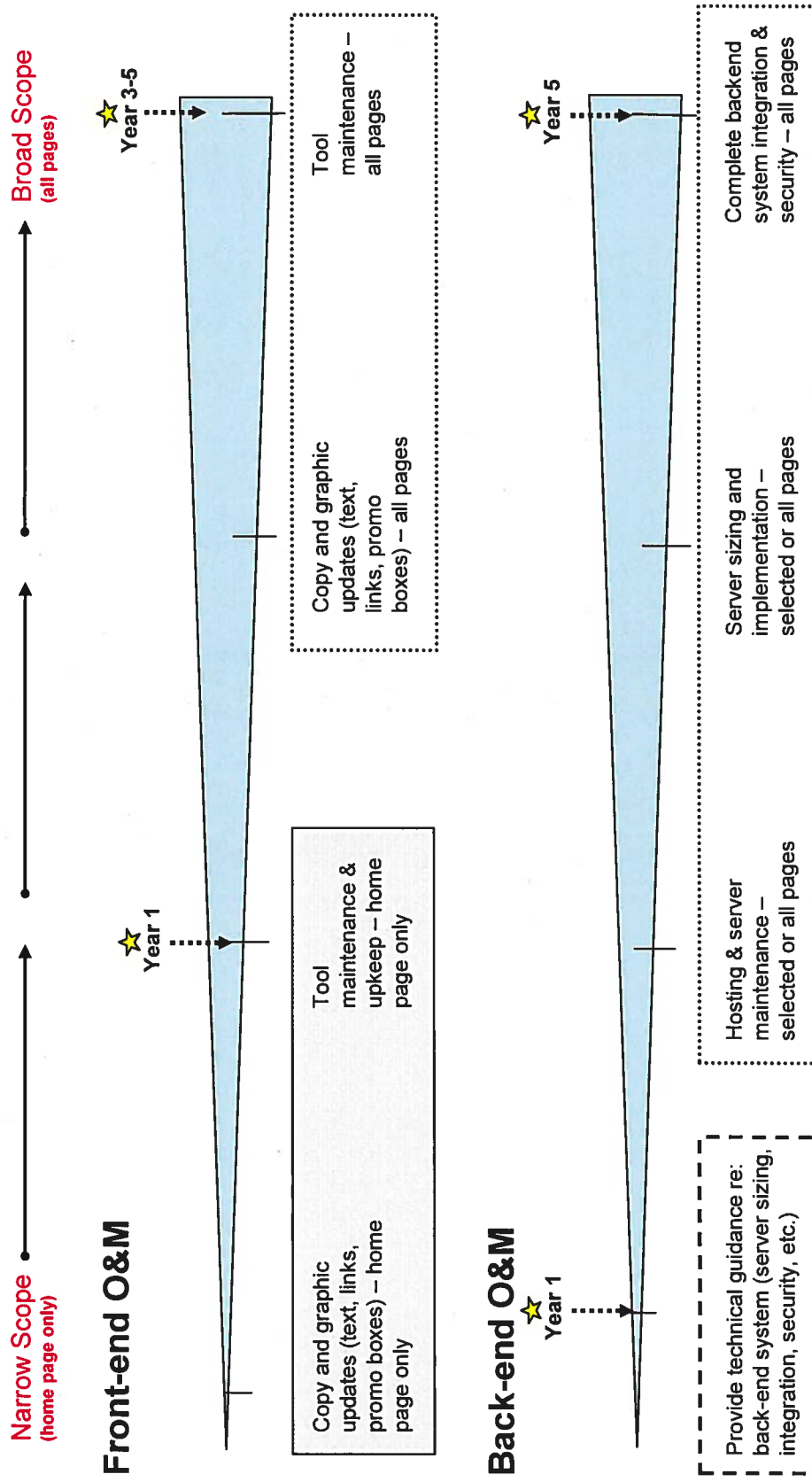
**Key:**

- SOW Task II.A - Ongoing Design, Operations, and Maintenance
- SOW Task II.B - Variable Web Services
- SOW Tasks III.A-E - New Contractor Responsibilities

★ = Point on continuum where MTC envisions Contractor's responsibility falling by Contract Year designated.

Note: a mark on the spectrum includes that effort and all efforts to the left of it.

Figure 2: 511 Web Services Front-end & Back-end Operations & Maintenance Responsibility Continuum for Contract Years 1-5



Key:

- SOW Task II.A - Ongoing Design, Operations, and Maintenance
- SOW Task II.B - Variable Web Services
- SOW Tasks III.A-E - New Contractor Responsibilities

★ = Point on continuum where MTC envisions Contractor's responsibility falling by Contract Year designated. Note: a mark on the spectrum includes that effort and all efforts to the left of it.



The “Year 1 star” shown in Figures 1 and 2 reflects the Web Services Contractor’s responsibilities at the start of the Contract. MTC intends that everything to the left of the star would be the responsibility of the Web Services Contractor by the year indicated. Everything to right would be the responsibility of the other 511 Contractors.

As shown in Figure 1, it is MTC’s goal to move all design functions (graphic design, web design, information architecture, and tool user interface design) to the Web Services Contract within the first two-three years of the Contract. Movement of development work from the other 511 Contractors to this Contract will be more progressive. In Contract Year 1, the Web Services Contractor will be responsible only for development of new tools and features on the 511.org home page. Starting Contract Year 2, the Web Services Contractor will be called upon to develop new tools and features for the other 511 pages. Ultimately, by the end of the Contract, it is MTC’s goal that the Web Services Contractor will develop all new tools and features for the 511 website.

As shown in Figure 2, the 511 Web Services Contractor will initially be responsible only for front-end maintenance of the 511.org home page and its associated sub-pages. With proven value and demonstrated competence, MTC will move front-end maintenance of the entire 511 website to this Contract. On the back-end, the 511 Website Contractor will start out with no responsibilities for hosting or server maintenance, but ultimately all this could move to this Contract.

The relationship between this progression and the Scope of Work that is depicted in Figures 1 and 2 will be described in Section II.A.

MTC believes that consolidating web design under one contract will serve MTC’s website goals, which are to:

- Provide the public with geographically comprehensive multi-modal traveler information.
- Deliver clear and understandable information through user-friendly, intuitive navigation, web tools, and web features – in a unified, consistent format.
- Deliver accurate information to allow travelers to make choices about travel times, routes, or modes.
- Provide a website that offers a unique value to Bay Area travelers and keeps customers coming back.
- Provide personally customized information.

#### **C. SUPPORTING DOCUMENTATION**

In order to promote equitable competition during the procurement process, MTC has made available many detailed documents to help Proposers understand more about the 511 Program, and the breadth and depth of the scope of work. These materials are available on the MTC website at <http://www.mtc.ca.gov/jobs/contracts/>.

- *Website content and responsibility diagram*
- *511 Strategic Plan, April 2006*

- *511 Quarterly Usage Report*
- *511 Brand Guidelines*
- *Glossary of 511 Terms*
- *2009 MTC Services Awareness and Usage Survey*
- *511.org Usability Study Results, 2009*
- *511 Traffic Page Focus Group Results, 2010*
- *511.org Phone Satisfaction Survey, 2010*
- *511.org Web Satisfaction Survey, 2010*

## **II. SCOPE OF WORK, PERIOD OF PERFORMANCE AND BUDGET**

### **A. SCOPE OF WORK**

MTC has developed a Preliminary Scope of Work (*Appendix A*) identifying required web services work tasks. The Scope of Work is organized into three program elements. Each program element is divided into a series of tasks and sub-tasks. The program elements include: Project Management, Web Services & Support, and New Contractor Responsibilities.

As discussed in Section I.D, it is MTC's intent that the selected 511 Web Services Contractor's responsibilities will grow over the five year contract period as MTC transitions tasks currently included in the other 511 contracts to this Contract. Two tasks in the Preliminary Scope of Work are designed to accommodate this flexibility. Through task II.B, Variable Web Services, the selected 511 Web Services Contractor will take on work to support, and team with, the other 511 contractors. Through Task III, New Contractor Responsibilities, the selected 511 Web Services Contractor is expected to gradually assume full responsibility for different aspects of 511 website delivery.

Figures 1 and 2 on pages 4 and 5 show how the progressive responsibilities are categorized within the Scope of Work.

#### **1. Project Management**

The tasks in this element are administration, coordination and transition support.

#### **2. Web Services and Support**

This element includes three tasks: ongoing design, operations, and maintenance; variable web services; and incident response.

##### **a. Ongoing Design, Operations, and Maintenance**

For ongoing design, operations, and maintenance, the 511 Web Services Contractor is initially responsible for all aspects of front-end maintenance of 511.org and its subpages<sup>1</sup>, including maintaining and accurately updating content, graphics, and interactive tools; developing and deploying accurate, error-free promo boxes (i.e., graphic announcements); maintaining the Content Management System (currently Adobe Contribute) and the Emergency Toolkit (a series of web templates and graphics developed for different emergency/incident scenarios to support MTC's prompt delivery of information via 511.org during an emergency); and developing new content pages. (The 511 Traffic contractor hosts 511.org and is responsible for back-end maintenance.)

Through its Operations and Maintenance (O&M) responsibility, the 511 Web Services Contractor will provide some 511 website and graphic design implementation support across all the 511 web pages including developing graphic ads for special promotions ("promo boxes") and other web graphics for the Traffic, RTIS and Ridesharing and Bicycling Contractors.

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<sup>1</sup> "511.org and subpages" refers to 511 pages not having traffic.511.org, transit.511.org, rideshare.511.org, bicycling.511.org, MY511.org or m.511.org in the URL.

A primary duty of the 511 Web Services Contractor is to lead the vision of the overall design for the entire 511.org website<sup>2</sup> to ensure user interface and design consistency of the home and sister pages. The 511 Web Services Contractor also leads the brand identity of the entire 511 traveler information service to maintain cohesiveness in visual, verbal, and written communications. As such, the 511 Web Services Contractor will maintain:

- the 511.org Web Toolkit (<http://511.org/toolkit>) – an online resource for internal use only by the 511 Contractors that provides: 1) design template examples and implementation code for 511.org website components, including navigation, text boxes, buttons and tabs, forms, and tables; 2) a library of standard 511 icons for use in print and online; and 3) the internal version of the 511 Brand Guidelines;
- the 511 Brand Toolbox (<http://511.org/511brandtoolbox/main.asp>) – a public webpage at <http://511.org/511brandtoolbox/main.asp> that provides the public (external) version of the 511 Brand Guidelines, as well as downloadable logos and banners, and a listing of 511 press clippings, for use by the media, partner agencies, and others interested in linking to 511.org from their site; and
- the 511 Brand Guidelines (public version: [http://511.org/docs/511%20Brand%20Guidelines\\_Partner.pdf](http://511.org/docs/511%20Brand%20Guidelines_Partner.pdf); internal version: [http://511.org/docs/511%20Brand%20Guidelines\\_FINAL.pdf](http://511.org/docs/511%20Brand%20Guidelines_FINAL.pdf)) – a document, both a public and internal version, that defines a set of rules for 511 contractors and external partners that will ensure consistency in communications (graphical, verbal, written) regarding the 511 Traveler Information program. The public version is an abbreviated version of the complete guidelines that documents only those requirements that external partners must be aware of.

These tools are intended to provide consistency across the 511 website to ensure that 511 is a cohesive service that is transparent and easy to use. Through the tools, the 511 Web Services Contractor will make graphic and website design recommendations to keep the 511.org website current, fresh, and visually appealing, and sets and maintains the 511 brand standard used in all 511 online and print materials.

#### **b. Variable Web Services**

In any given year, the selected 511 Web Services Contractor may be tasked to perform a variety of services that are shown in Figures 1 and 2 in “dashed line” boxes. The potential Variable Web Services tasks are numerous, and the number of efforts embarked on in any given year will be driven by MTC priorities, available budget, and the movement of tasks and budget between the 511 contracts.

Not only will responsibilities currently housed in the other 511 contracts migrate to this Contract, the specific website design, development, strategic planning and operations & maintenance tasks will vary from year to year. Through Variable Web Services design work,

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<sup>2</sup> “511.org website” refers to all pages on 511, including those that have 511.org, traffic.511.org, transit.511.org, rideshare.511.org, bicycling.511.org, MY511.org or m.511.org in the URL.

MTC will rely on the 511 Web Services Contractor to provide cutting edge user interface and information architecture design services to ensure 511.org tools and web features are highly functional and user friendly. Examples of Variable Services tasks are outlined in *Appendix A, Preliminary Scope of Work*.

The 511 Web Services Contractor is responsible for working with MTC to identify and schedule the variable tasks and then implement them. Depending on the breadth and depth of the tasks, this planning effort may occur as frequently as quarterly or infrequently as annually. The budget provided with this RFP is not large enough to accomplish all examples of the Variable Web Services tasks listed in the Scope of Work. As MTC moves work and funds from other 511 contracts (based on the Web Services Contractor's performance), MTC will amend this contract so that the planned scope of Variable Web Services tasks and the budget are aligned.

### **c. Emergency Incident Response**

The 511 Web Services Contractor will play a large role in ensuring that 511 is the primary source of transportation information in the event of significant regional traffic or transit emergency incidents, including natural disasters, planned construction and bridge closures, transit strikes, severe traffic accidents, infrastructure failures, etc. The 511 Web Services Contractor is required to provide immediate 24/7 assistance to MTC throughout the duration of an incident and may be requested to attend meetings, develop emergency graphics and special incident web pages, and make modifications to the Emergency Toolkit templates.

### **3. New Contractor Responsibilities**

In the later years of this Contract, and as the 511 Web Services Contractor demonstrates its value and competence to take on the comprehensive web responsibilities shown in Figures 1 and 2 in the dotted line boxes, MTC intends to amend the Contract to move full responsibility and budget for these web services to this Contract. MTC will provide reasonable notice in advance of any services that would be added and will work with the 511 Web Services Contractor to develop a strategy for providing these services in advance.

## **B. PERIOD OF PERFORMANCE**

The initial period of performance for this contract will be five years, from August 1, 2011 (estimated date of contract execution) to June 30, 2016. At MTC's sole option, the contract may be renewed for up to five (5) additional years in increments of MTC's choosing, subject to the annual budgetary approval processes of MTC.

If a firm/team different from the current 511 Marketing & Web Services Contractor is awarded this contract, the outgoing contractor will be available to work with the new 511 Web Services Contractor for one month following contract execution. It is anticipated that the new 511 Web Services Contractor would need approximately one week of training. The outgoing contractor would be available on an as-needed basis for the remainder of the first month.



**C. PAYMENT**

**1. Funding**

The following table identifies preliminary annual funding for the program contract.

**511 Web Services Preliminary Annual Revenue and Cash Flow  
FY 11-12 through FY 15-16**

<b>FY11/12 (11 Mos)</b>	<b>FY 12/13</b>	<b>FY 13/14</b>	<b>FY 14/15</b>	<b>FY15/16</b>	<b>Total FY12 - FY16</b>
\$236,000	\$265,225	\$273,182	\$281,377	\$289,819	\$1,345,603

In recent years, approximately half of the project budget has been expended for Task I (Project Management), Task II.A (Web Services Support, Operations, and Maintenance) and Task II.C (Emergency Services). As indicated in Section III.H.2, proposers are expected to set aside a budget for Task II.B, Variable Web Services. The proposed allocation of resources between the on-going and variable tasks will be considered in the proposal evaluation, favoring economies in the performance of the on-going tasks.

If any tasks in the New Project Responsibilities program element are amended into the 511 Web Services Contract, the budget available will increase accordingly. As noted above, the above budget must provide substantial funding for Variable Web Services (Task II.B.), but MTC will also add funding to accommodate the performance of more work under Task II.B in any given year. It is anticipated that for the five year project period up to an additional \$100,000 to \$200,000 per year could be added to Task II.B.

**2. Compensation of Contractor**

The 511 Web Services Contractor will be reimbursed on a time and materials basis with the ceiling identified in C.1 above.

### **III. FORM OF PROPOSAL**

#### **A. GENERAL INSTRUCTIONS**

Proposers must submit an original and seven (7) hard copies and one electronic copy in MS Word, MS Excel, and/or Adobe Acrobat PDF of their ~~proposals by February 28, 2011~~**Best and Final Offers by May 2nd**, at 12:00 PM to be considered. (Note: **In addition to being included in the print versions.** ~~Cost~~ proposals must be submitted in MS Excel and may be accompanied by a PDF version.) Proposals shall be submitted to:

Barb Laurenson, Project Manager  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

Proposals must be typed with a minimum 12-point font and submitted on 8 ½" x 11" paper with at least 1" margins, using a single method of fastening. ~~Proposals~~ **BAFOs** shall not exceed ~~70~~ **90** pages, excluding proposal covers, resumes, design samples and writing samples. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the Proposer's capabilities. In furtherance of MTC's resource conservation policy, proposers are asked to print proposals back to back and are encouraged to use recycled paper for all proposals and reports.

The requested format for proposals is set forth in sections III.B through III.K.

#### **B. LETTER OF TRANSMITTAL**

An official authorized to bind the Proposer must sign the transmittal letter. The transmittal letter should identify the project team, including lead contractor and any subcontractors. The transmittal letter should also include the name, telephone number and email address of the primary contact person. The transmittal letter should include a statement that the proposal (or Best and Final Offer, if applicable) is a binding offer to contract with MTC according to the requirements of this RFP for a period of one hundred twenty (120) days from the due date for submission of proposals.

#### **C. TITLE PAGE**

A title page that includes the RFP subject, the name of the Proposer's firm, local address, telephone number, name of contact person, and the date.

#### **D. TABLE OF CONTENTS**

Provide a table of contents that includes a clear identification of the material by section and page number.

#### **E. FIRM DESCRIPTION, KEY PERSONNEL AND TEAM ORGANIZATION**

Describe the firms that make up the project team and the distribution of work among them. Include descriptions of the roles of any subcontractors and their specific responsibilities and how

their work will be supervised. Specify the division of labor between each subcontractor and the prime contractor. Describe how your team has worked together in the past.

Identify a single project manager who will have overall authority for all aspects of contract delivery.

Identify key staff proposed to work on the project and proposed project position or title; ~~identify the specific project tasks for which each key staff member will be responsible. For other project staff, identify by position title and give the number of personnel staffing each position.~~ Identify the lead personnel and the number of support staff, if any, that are available for the following roles and indicate the firm for which they work. Identify which leads are key personnel and which are not. Please indicate multiple personnel if the staffing plan varies based on the task (e.g., design work through O&M versus design work through Variable Web Services or New Contractor responsibilities).

- Day to day contact person for MTC for project management
- Day to day contact person for MTC for website design issues falling under O&M (e.g., Task II.A.2 – 6)
- Day to day contact person for MTC for website design guidance and vision falling under O&M (e.g., Tasks II.A.8 and II.A.15)
- User experience/User interface design
- Usability testing/focus group development & facilitation
- Information architecture
- Website design
- Accessible design
- Design production
- Copywriter/Content Development
- Mobile specific development
- API development
- Development/coding
- High-level strategic visioning
- Other roles you may have identified on your team; please list (e.g., social media expert)

Identify if any staff will be located outside the San Francisco Bay Area. Summarize other known project commitments for key staff and task leads. Identify the percentage of time key staff and task leads will be available to this project. Describe and how you will balance your commitments to other contracts to ensure proper staff resource allocation when competing needs arise. ~~that each key personnel will have sufficient time to dedicate to this effort., including~~ Describe how the designated Project Manager and other members of the project management team will meet the availability requirements of the Scope of Work (e.g., for Tasks II.A.2 and II.A.4). Discuss how the team will staff up when needed to meet task needs. Identify how you will provide any needed 24/7 coverage, including scheduled non-business hour tasks and unplanned incident response support.

Provide a key personnel staffing organization chart showing lines of accountability and how communication will flow within the team and to MTC. In addition to the chart, describe how

communication will flow between members of your team and MTC and describe how you will ensure effective communication if the prime firm is not based in the San Francisco Bay Area. Explain how MTC will have access to subcontractors. -Once selected, the Contractor may not change the proposed key staff or locations(s) without written approval from MTC.

#### F. QUALIFICATIONS AND REFERENCES

Describe your team's qualifications and the qualifications of the prime contractor and all key personnel (including subcontractors' personnel) as they relate to the tasks required by *Appendix A, Preliminary Scope of Work*. Clearly identify which qualifications are for which firms on the team. Provide sufficient detail to confirm that your team has the necessary qualifications to provide all the required services.

Provide website design and graphics qualifications explaining your team's approach to design, brand identity, website consistency and proven implementation. Provide samples of *website* design work developed by your firm, as well as samples of other types of graphic design work needed to illustrate your firm's approach. Samples are not included in the page count limit.

Provide qualifications for information architecture and user interface design, and data dissemination strategy development. We are interested in learning about the user-centered interactive tools designed and/or developed by your team and how testing/research plays a role in your user interface design. We also would like to see how your team has designed site-wide navigation to promote discovery and location of content. Provide samples of work developed by your firm as appropriate. Samples are not included in the page count limit.

Describe your familiarity and experience working with various website development architecture, technologies, and platforms. Include specific examples of technologies, programming languages, etc. Discuss your familiarity and experience with 508-compliant design and development. Provide your qualifications for providing services in languages other than English. Discuss your familiarity and experience with application and tool development using Application Programming Interfaces (API) and other data feeds. Discuss your familiarity with hosting, sizing, and maintaining web servers, especially during unforeseen usage spikes.

Describe any experience your team has had operating and maintaining a functioning website on behalf of a client. Explain which firms and personnel were involved.

Provide qualifications demonstrating how your team has provided strategic planning services, including the use of multiple dissemination channel technologies. Discuss how your team has worked with its clients to position their products in the competitive market and offer a unique value that keeps customers coming back.

Provide a maximum two-page resume for each key team member (including key personnel working for a subcontractor). Resumes may be provided as an appendix to the proposal and will not count toward the page-count limit.



Provide at least three references from previous projects similar to this project, or elements of this project, on which the firm and key project staff worked. No more than one reference shall be from MTC. Include a brief project description, the project title, duration, budget, sponsoring agency, sponsor project manager, the specific work conducted, and roles played by individuals proposed for this contract. Include the name of the agency for which the work was performed, contact person name, telephone number, and year(s) that the work was done.

Provide a list of clients for whom the prime contractor has worked and name the specific work products produced. The client list will not be including in the page-count limit.

At least one reference is required for each subcontractor with a proposed budget over \$25,000 total for this contract.

Provide a summary of all contracts that members of your team (including subcontractors) have held with MTC in the past three years, including a brief description of the scope of work, the contract amount, and date of execution.

Qualifications and reference materials, excluding resumes and samples, are included in the 70-page page limit.

## **G. WORK PLAN**

### ***1. Work Plan***

Provide a detailed work plan explaining how the Contractor will conduct each task identified in *Appendix A, Preliminary Scope of Work* during the contract period, August 1, 2011 to June 30, 2016. The work plan should describe the team's approach to tasks and should not be an iteration of qualifications or past experience. The work plan should provide sufficient detail to demonstrate a clear understanding of the task and its desired outcomes.

While the Work Plan should address all Scope of Work tasks, MTC is particularly interested in how the Proposer will address the following:

- **Task I.C: Transition:** Explain how your team will gain full knowledge of the 511 Web Services responsibilities and how you will prepare to transition 511 web services from the outgoing contractor.
- **Tasks II.A.1 - 6: Website Accuracy and Currency:** Explain how your team will quickly and cost-effectively make content and graphic updates to the 511.org home page and sub pages. Describe how you will respond to urgent website requests and how you will ensure staffing to meet these requests.

Explain how your team will meet MTC's requirement to update content and graphics within 30 minutes (Tasks II.A.2 and II.A.4) or create a new graphic with 2 hours (Task II.A.4). Explain how your team will provide depth and access, so that MTC's turn-around requirements can be met at all times.



Describe how your team will undertake routine and regular Quality Assurance and Quality Control testing and correction on websites that you develop and then manage, and how your team would approach it for 511.

Describe your team's approach to bug tracking and follow-up given that:

- 511 Transit, 511 Traffic, and the 511.org home page each have separate bug management systems already.
- Some website bug resolution will overlap between the front-end and back-end systems and therefore between 511 contractors, and
- The responsibility for creating and resolving certain technical issues may be unclear between 511 contractors.

- **Tasks II.A.7 - ~~11~~ 13: Website/Graphic Design:** Explain how your team will design web pages and graphics that evolve 511's website design and overall brand identity, but also maintain consistency throughout the 511.org website and other 511 features/communications. Discuss how you will coordinate with other 511 contractors to manage implementing changes across the website and how you will be able to work in the necessary coding languages.

Discuss how your team will be available to MTC on as-needed, yet potentially urgent, basis to support decision-making related to website content and design guidance.

- **Task II.A.12 ~~14~~ 14: Information Architecture and User Interface Design:** Explain how you will address maintenance and upkeep of the 511.org home page's interactive tools, including working with 511's API's for tool content. Explain your approach to user interface design tasks in order to develop user-centered interactive tools that are simple, intuitive, informative, ADA accessible, innovative, and highly functional.
- **Task II.A.13 ~~15~~ 15: Website development architecture, technologies, and platforms:** Explain how your team will work with a range of development architecture, web technologies, and programming languages, etc. Discuss your approach to 508-compliant design and development and how you think it may be applicable to the technology and programming languages used on 511.org and its mode sections. Describe how you will work on collaborative teams to develop and maintain website tools using data collected by and databases managed by other parties.
- **Task II.A.14 & ~~15~~ 16 & 17: Technical Guidance:** Discuss your team's approach for providing strategic website direction, including design and technical guidance to MTC based on analysis of usage statistics, 511 customer research data, and relevant industry trends and standards. Explain how you will provide website design guidance and vision and how your team will make design expertise available to MTC on as-needed, yet potentially urgent, basis.
- **Task II.B: Variable Web Services:** Discuss your team's approach to the following tasks which could be undertaken through Task II.B:
  - Interactive design.
  - Developing mobile web services and applications.
  - User studies - including recruiting, research, and evaluation.
  - Implementing foreign language translation on the 511.org website sections and dealing with issues you think you may run across in doing so.

- Documenting complex systems, and
- Content Management Systems to use for 511 in the short and long term, given that:
  - Contribute is used for the main 511.org page, and
  - A different custom CMS written by the backend developer for 511 Transit is used on Transit and contains some useful content and statistic tracking functions that have been developed over time.
- **Task II.C, Emergency Response:** Discuss your team's approach to handling emergency response during an incident (e.g., an emergency closure of the Bay Bridge, major flooding throughout multiple key corridors in the region, etc.)
- **Project Element III, New Contractor Responsibilities:** Explain your team's approach to implementing a Search function on the 511.org and its modal sub-sections.

## **2. Sample Task Work Plan and Budget**

As described in the Scope of Work, Task II.B, the specific web-support projects that will be tasked under this contract will vary from year to year. The selected proposer will be required to develop a more detailed scope of work for these projects at the appropriate time. As part of the proposed work plan, Proposers should propose a detailed approach and budget for performing the Sample Task described in *Appendix A-1*. Proposers should provide sufficient detail to demonstrate a clear understanding of the tasks and should explain assumptions made in selecting the approach.

A detailed cost estimate for the sample task is required. This section should provide a full description of the expected expenditures of funds for the sample tasks. Include rates for all key personnel and the number of hours budgeted.

## **3. Proprietary Work Product**

Proposers shall identify any licensed or proprietary software or other intellectual property that will be or may be used to deliver the Project and provide a detailed description of any license conditions or restrictions that would accompany use of such intellectual property by MTC. See Section V.I of the RFP for additional information.

## **H. COST PROPOSAL**

Provide the cost proposals listed below. Budgets should reflect any anticipated cost increases (e.g., due to salary increases, staff promotions, cost of living, etc.) through FY2015-16. The proposed budgets shall become part of the resulting contract. Directions for submitting each cost proposal are provided in the cost proposal forms.

1. Hourly Rates: Complete *Appendix B, Rate Sheet* to identify the proposed hourly rates for each staff member. The hourly rates should be broken out by description of costs to include, at a minimum, salary, overhead and profit for each year of the contract term. These rates will be subject to pre-award audit. Once accepted, billed rates must not exceed accepted rates.

The rate sheet is also available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/>.

2. Detailed Task/Subtask Budget: Complete *Appendix C, Format for Presentation of Project Budget by Task* per the specific instructions and guidelines provided in *Appendix C*. In general, the cost proposal shall:
  - Clearly state the hours by task for key personnel for Tasks I.A, B and C and II.A.
  - Account for cost-of-living increases, promotions, etc. over the course of the contract when assigning the staff rates over time.
  - Include *all* costs associated with performance of Tasks I.A, B and C and II.A including non-labor costs such as travel, stock photo fees, Contribute and other license upgrades (anticipate a one time Contribute license upgrade in Year 3), and other costs defined by the bidder.
  - Total annual budgets for Task II.B, Variable Web Services, shall be proposed, although detailed annual task budgets for Task II.B are not required.
  - Provide a total annual budget of \$10,000 for emergency response contingency (Task II.C); detailed annual task budgets for Task II.C are not required.
  - Do not provide budget for Task III.
3. This form is available electronically in Excel format at <http://www.mtc.ca.gov/jobs/contracts/>.

**I. CALIFORNIA LEVINE ACT STATEMENT**

Submit a signed Levine Act statement (*Appendix D*).

**J. INSURANCE PROVISIONS DOCUMENT**

Submit a signed Insurance Provisions Document (*Appendix E-1*).

**K. FEDERAL FORMS**

As this project is funded, in part, with federal funds, the resulting contract will be subject to the federally required provisions included in *Appendix G, Federal Requirements*, submit completed federal-required certifications related to lobbying, debarment, and subcontractor information (*Appendices F-1, F-2, F-3, F-4, and F-5*).

#### **IV. PROPOSAL EVALUATION**

##### **A. REVIEW FOR GENERAL RESPONSIVENESS AND DBE COMPLIANCE**

The Project Manager, in consultation with the MTC Office of General Counsel, will conduct an initial review of the proposals for general responsiveness and compliance with the **Underutilized Disadvantaged Business Enterprise (UDBE)** requirements in Section V.G. Proposals failing to **satisfy the Underutilized Disadvantaged Business Enterprise (UDBE) requirements in this RFP** will not be considered.

Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive. A proposal that fails to include one or more items requested in Section III, Form of Proposal, may be considered complete and generally responsive, if evaluation in every criterion is possible.

##### **B. EVALUATION FACTORS**

A panel of MTC and other public agency staff will evaluate responsive proposals. Proposals will be evaluated on the basis of the following four evaluation factors. The first three are of equal importance; the fourth of less relative importance. Listed under each evaluation factor are aspects of the proposals that the panel will consider in its evaluation. These will not be weighted or evaluated independently.

###### ***1. Approach***

- Thoroughness, appropriateness, clarity, logic, and risk of proposer's work plan carrying out the tasks listed in *Appendix A, Preliminary Scope of Work* (exclusive of Tasks II.B and C and Task III). All remaining tasks within the Scope of Work are of equal importance.
- Thoroughness, appropriateness, clarity, logic, and risk of proposer's approach to the sample task.
- Logic, risk and appropriateness of proposed team structure, task assignment, coordination, lines of communication, and project office location.

###### ***2. Team Qualifications, Experience and Key Personnel***

- Qualifications and experience for the lead firm, Project Manager, the team, and the key project staff in projects similar to the Preliminary Scope of Work of this RFP and covering the required skill sets identified in this RFP.
- References for the lead firm, major subcontractors, and key project staff for projects of similar size and scope and with public agencies.

###### ***3. Cost Effectiveness, Resource Availability and Allocation***

- Cost effectiveness, including amount set aside for Task II.B.
- Assignment of key personnel hours among project elements, tasks, and subtasks.



- Availability of key personnel to support this project, including team depth and plans for back-up personnel.
- Appropriateness of labor hour distribution, including amount set aside for Task II.B.
- Appropriateness of the rates for labor, overhead and profit.
- Appropriateness of allocation of non-labor resources.

#### **4. Communications**

- Clarity, structure, and readability of the proposal.
- Ability to speak and present clearly (as demonstrated in interviews or discussions, if held).

Following the initial evaluation, the panel may elect to recommend award to a particular Proposer on written proposals alone, with or without interviews, or may enter into discussions with a “short list” of Proposers, consisting of those Proposers reasonably likely, in the opinion of the panel, to be awarded the contract.

#### **C. PROPOSER INTERVIEWS/DISCUSSIONS**

The purpose of discussions (if held) with a Proposer on the “short-list” will be to identify to that Proposer specific deficiencies and weaknesses in its proposal and to provide the Proposer with the opportunity to consider possible approaches to alleviating or eliminating them in a BAFO. These deficiencies or weaknesses may include such things as technical issues, management approach, cost, or team composition. Discussions may take place through written correspondence (including e-mail) and/or face-to-face meetings. The Project Manager, as well as other key personnel identified by the evaluation panel, will be expected to participate in any discussions. A proposer on the “short list” invited to participate in discussions will be expected to provide a presentation limited to 20 minutes consisting of an overview of its approach to the Project. MTC reserves the right to not convene discussions and to make an award on the basis of initial proposals, with or without interviews.

#### **D. REQUEST FOR BEST AND FINAL OFFER (BAFO)**

Following discussions, if held, proposers on the “short list” will be given the opportunity to revise their written proposals to address the concerns raised during discussions through issuance of Request for Best and Final Offer (BAFO). Following receipt of the BAFOs, the evaluation panel will evaluate the BAFOs against the evaluation criteria.

#### **E. RECOMMENDATION AND APPROVAL**

The panel will recommend a Contractor to the MTC Executive Director, based on its evaluation of the written proposals or BAFOs and oral interviews or discussions (if held). The Executive Director will review the recommendation and, if he agrees, forward the recommendation to the Operations Committee for approval.



MTC reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiate with any or all proposers.

## **V. GENERAL CONDITIONS**

### **A. LIMITATIONS**

This RFP does not commit MTC to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

### **B. AWARD**

Any award made will be to the Contractor whose proposal is most advantageous to MTC based on the evaluation criteria outlined above.

### **C. BINDING OFFER**

A signed proposal or Best and Final Offer submitted to MTC in response to this RFP shall constitute a binding offer from Contractor to contract with MTC according to the terms of the proposal for a period of 120 days after its date of submission, which shall be the date proposals or BAFOs are due to MTC.

### **D. CONTRACT ARRANGEMENTS**

A synopsis of MTC's contract provisions is enclosed for your reference as *Appendix E*. If a proposer wishes to propose a change to any standard MTC contract provision, the provision and the proposed alternative language must be submitted prior to the closing date for receipt of requests for clarifications/exceptions listed above. If no such change is requested, the Proposer will be deemed to accept MTC's standard contract provisions, unless such language is protested in accordance with Section V.E below.

The selected 511 Web Services Contractor will be required to maintain insurance coverage, during the term of the contract, at the levels described in *Appendix E-1, Insurance Requirements*. Proposer agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements in *Appendix E-1*, within five (5) days of MTC's notice that it is the successful proposer. Requests to change MTC's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. MTC will review the requests and issue an addendum if material changes requested by a prospective proposer are acceptable. Objections to MTC determinations on requests to change insurance requirements must be brought to MTC's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

The resulting contract will be funded in part with federal funds. Federally required contract provisions are included in *Appendix F*.

The contract resulting from this RFP will be a time and materials type contract with an annual ceiling.

#### **E. SELECTION DISPUTES**

A Proposer may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor on the grounds that MTC procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the Project Manager a written explanation of the basis for the protest:

- 1) No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
- 2) No later than three (3) working days after the date the firm/team is notified that it did not satisfy DBE requirements, or was found to be non-responsive; or 3) No later than three (3) working days after the date on which contract award is authorized or the date the proposer is notified that it was not selected, whichever is later, for objections to contractor selection.

Except with regard to initial determinations of non-responsiveness, the evaluation record shall remain confidential until the MTC Operations Committee authorizes award.

Protests must clearly and specifically describe the basis for the protest in sufficient detail for the MTC review officer to recommend a resolution to the MTC Executive Director.

The MTC Executive Director will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the MTC Operations Committee shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the Executive Director.

Should the protesting proposer wish to appeal the decision of the Executive Director, it may file a written appeal with the Commission, no later than three (3) working days after receipt of the written response from the Executive Director. The Commission's decision will be the final agency decision.

#### **F. PUBLIC RECORDS**

This RFP and any material submitted by a Proposer in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 *et seq.*), unless exempt by law. Proposals will remain confidential until the Operations Committee has authorized award.

**ANY LANGUAGE PURPORTING TO RENDER THE ENTIRE PROPOSAL OR THE COST PROPOSAL CONFIDENTIAL OR PROPRIETARY WILL BE REGARDED AS INEFFECTIVE AND WILL BE DISREGARDED.**

## **G. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

Effective June 2, 2009, the California Department of Transportation (Caltrans) requires recipients of DOT grant funds through Caltrans to impose the following DBE utilization requirements on its consultants and contractors. Contractor's DBE participation on this Agreement will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

MTC has established an Underutilized Disadvantaged Business Enterprise (UDBE) contract goal of five percent (5%) for this contract; the UDBE goal applies to all non-discretionary tasks. Respondents are required to document their activities in the solicitation and selection of subcontractors on *Appendices F-3, F-4, and F-5*, the Local Agency Proposer UDBE Information (Contractor Contracts), Local Agency Proposer DBE Commitment (Contractor Contracts), and UDBE Information-Good Faith Efforts respectively. A report on the Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontracts must be included with all invoices. MTC may withhold payment pending receipt of such report. For the complete DBE participation provisions applicable to this procurement, see *Appendix G*.

*Appendices F-1, F-2, F-3, F-4, and F-5* are Caltrans-required forms. Proposers ***must*** complete *Appendices F-1, F-2, F-3, F-4 and F-5* according to the instructions in their entirety. This applies even if a proposer is a UDBE/DBE.

### **1) Terms used in this document:**

- The term "Disadvantaged Business Enterprise" or "DBE" means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term "Underutilized Disadvantaged Business Enterprise" or "UDBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  - Black American
  - Asian-Pacific American
  - Native American
  - Women
- The term "proposer" refers to firms submitting proposals in response to this RFP.
- The term "Contract." also means Agreement.
- The term "Small Business" or "SB" is as defined in 49 CFR 26.65.

### **2) Authority and Responsibility**

A. DBEs and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (See 49 CFR 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"). The contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3) Submission of UDBE and DBE Information

If there is a UDBE goal on the contract, a "Local Agency Bidder/Proposer-UDBE (Contractor Contract) Commitment" (*Appendix F-3, Exhibit 10-O(1)*) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A "Local Agency Proposer/Bidder-DBE (Contractor Contract)-Information" (*Appendix F-4, Exhibit 10-O(2)*) form shall be included with the Request for Proposal. The purpose of the form is to collect data required under 49 CFR 26. For contracts with UDBE goals, this form collects DBE participation by DBEs owned by Hispanic American and Subcontinent Asian Americans. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE Participation – General Information

It is the proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

B. A certified DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.

C. A UDBE proposer, not submitting as a joint venture with a non-DBE, will be required to document one or a combination of the following:

1. The proposer is a UDBE and will meet the goal by performing work with its own forces.

2. The proposer will meet the goal through work performed by UDBE subcontractors, suppliers or trucking companies.
3. The proposer, prior to bidding, made adequate good faith efforts to meet the goal.

D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

F. The prime contractor shall list only one subcontractor for each portion of work as defined in its proposal and all DBE subcontractors should be listed in the list of subcontractors.

G. A prime contractor who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subcontractors.

#### 5. Resources

A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposer may call (916) 440-0539 for web or download assistance.

B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.

- Click on the link in the left menu titled Find a Certified Firm
- Click on Query Form link, located in the first sentence
- Click on Certified DBE's (UCP) located on the first line in the center of the page
- Click on Click To Access DBE Query Form
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- "Start Search," "Civil Rights Home," and "Caltrans Home" links are located at the bottom of the query form



C. How to Obtain a List of Certified DBEs without Internet Access

**DBE Directory:** If you do not have Internet access, Caltrans also publishes a directory of certified DBE firms extracted from the on-line database. A copy of the directory of certified DBEs may be ordered from the Caltrans Division of Procurement and Contracts/Material and Distribution Branch/Publication Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone: (916) 445-3520.

6) Material and Supplies

**MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:**

A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.

D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**H. PROGRAM ACCESSIBILITY**

511 Web Services must be accessible to the disabled community and be provided in a manner consistent with the level of accessibility that the program currently provides or better. The Program uses Section 255 of the Telecommunications Act of 1996 and Section 508 of the

Rehabilitation Act of 1998 as guidelines for providing accessible services. It is the responsibility of the Contractor to be familiar with these statutes and how they impact the delivery of 511 Web Services. It is also the responsibility of the 511 Web Services Contractor to stay informed of any new acts/laws/regulations that govern accessibility so that the 511 Web Services can remain compliant with any new acts/laws/regulations.

## **I. INTELLECTUAL PROPERTY AND WORK PRODUCT OWNERSHIP RIGHTS**

### ***1. MTC Data***

All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Contractor by MTC for use remains the property of MTC. 511 has developed several databases to support the program's operations. MTC may have reason to provide these databases to the Contractor. These databases are considered "MTC Data." No license to such MTC Database or the data contained within, beyond the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by Contractor in the context of the Project shall be the property of MTC.

### ***2. Ownership and Use of Work Products***

Subject to Section V.I.3 below, all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture and any other documents, materials, data and products ("Work Products") prepared or assembled and furnished to MTC by the Contractor pursuant to this Agreement shall be the property of MTC, and copies shall be delivered to MTC promptly upon completion of the work or upon an earlier termination of this Agreement. The Contractor will be required in its agreement with MTC to assign to MTC ownership of all right, title and interest in and to such Work Products, including ownership of any copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights in the Work Product and to agree to execute all papers necessary for MTC to perfect its ownership of the rights in the Work Product. The Contractor shall be responsible for the preservation of any and all such Work Products prior to transmittal to MTC, and shall replace any such Work Products as are lost, destroyed, or damaged while in its possession without additional cost to MTC. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any Work Products developed under this Agreement, irrespective of whether a copyright or other registration has been obtained, subject to the limitations below.

Neither the Contractor nor its subcontractors will be permitted to use or disseminate any MTC Data or Work Products outside of the context of this contract without the prior written approval of MTC. All authorized uses of MTC Data or Work Products by the Contractor outside of the context of the contract shall include a copyright notice on behalf of MTC.

A draft Work Product is considered by MTC to be confidential information unless it is incorporated into a Work Product that becomes a public document or is released by MTC to the

public in another form. Neither contractor nor its subcontractors shall use, publish, or base other work on such draft Work Products, without the prior written consent of MTC.

### ***3. Licensed Works***

Original and stock photography, original and stock video, original and stock or needledrop music, original and stock illustrations, and other audio, and talent usage produced for the Contractor by independent contractors or other third parties (“Third Party Vendors”) shall be considered “Licensed Works” and not “Work Products”. The Contractor will be required to grant to MTC a limited, nonexclusive, perpetual, royalty-free license to use such Licensed Works for the specified, limited use by MTC as may be agreed to in writing in advance by the parties (the “Permitted Use”). For any usage of the Licensed Works other than for the Permitted Use, MTC and the Contractor will agree to negotiate with each other and the Third Party Vendors to attempt to obtain permission for any additional uses requested by MTC prior to entering into a Task Order. MTC shall pay a mutually agreeable license fee for any such additional use for which permission is obtained from the applicable Third Party Vendors.

### ***4. Contractor Data***

The Contractor or its subcontractors and/or third party licensors of software will be expected to retain ownership of the copyright to any software programs, code, materials or data provided to MTC that pre-exist this RFP; are developed outside its scope of services; or are a new translation, version or derivative of an existing program, code, material or method that is the intellectual property of the Contractor, its subcontractors, or a third party licensor of software. The party holding such rights will, however, be required to provide MTC with a license to use the copyrighted materials throughout the term of the contract, the terms of which must be described in the Contractor’s proposal.

## **APPENDIX A, PRELIMINARY SCOPE OF WORK**

The 511 Web Services Contractor is responsible for conducting all tasks and subtasks herein this Preliminary Scope of Work.

### **I. PROJECT MANAGEMENT**

#### **A. Project Administration**

1. Prepare and submit monthly invoices within 30 days of the end of the billable month. Invoices shall include the following information by task:
  - Original budget,
  - Hours and dollars (by employee) billed for the current month,
  - Dollar amount invoiced to date,
  - Remaining budget,
  - Percentage of the work completed, and
  - Estimated cost to complete for budget items.
2. Submit monthly progress reports to MTC along with the monthly invoice. Each monthly progress report should include the following information:
  - A summary of the Operations and Maintenance (O&M) activities that occurred during the month;
  - Variable Web Services project status including scope, schedule, deliverables, and budget adherence.
  - DBE utilization;
3. Report issues related to scope, schedule, deliverable, and budget adherence to MTC as soon as issues require or at the bi-weekly meetings (Task I.B.2) (whichever comes first).
4. Implement quality-control procedures to ensure accurate, error-free work before going live or submitting to MTC. These procedures should correct typographical, grammar, and spelling errors, and should ensure consistency and accuracy in messaging and terminology.
5. Staff the project such that response times for tasks II.A.2, II.A.4 and II.C.3 can be met.
6. Conform to the 511 Privacy Policy (available at [http://www.511.org/copyright\\_items/privacy.asp](http://www.511.org/copyright_items/privacy.asp)) when performing all contract activities. Conduct staff training to ensure that all Contractor staff are aware of and expected to support the 511 Privacy Policy.
7. Maintain auditable records of all project agreements, finances, etc.

**Deliverables**

<b>Task/Subtask</b>	<b>Deliverable</b>	<b>Frequency</b>
I.A.1	Monthly Invoices	Monthly within 30 days of the end of the billable month
I.A.2	Monthly Progress Reports	Monthly within 30 days of the end of the billable month
I.A.3	On-time or renegotiated schedule or deliverables; under/on-budget invoicing or renegotiated budgets	Ongoing; (renegotiated as needed)
I.A.4	Error-free deliverables	Ongoing
I.A.5	Responses to MTC requests within the task time-frame requirements	Ongoing
I.A.6	Emails to the MTC Project Manager about staff privacy policy trainings: schedule, agenda, attendance, etc.	Whenever changes are made to the privacy policy and not less than annually
I.A.7	Project records	Upon request

**B. Project Coordination**

1. Coordinate team members to provide consistent staffing resources, maintain effective communications within the team, and ensure that changes to the project are well planned and coordinated.
2. Prepare for and lead biweekly project status meetings with the MTC project staff.
3. Support MTC's on-going efforts to coordinate information sharing and project development with other 511 contractors, project partners, public transit operators, jurisdictions neighboring the San Francisco Bay Area, other 511 systems, other public agencies, researchers, visitors, other MTC contractors, other MTC customer service projects (e.g., Clipper) and other interested parties. Such effort includes attending meetings, preparing information, etc.

**Deliverables**

<b>Task/Subtask</b>	<b>Deliverable</b>	<b>Frequency</b>
I.B.1	Effective project team	On-going
I.B.2	MTC – Contractor meetings	Bi-weekly
I.B.3	Coordination meeting attendance, meeting materials as requested	As requested by MTC - Up to ten per year

**C. Program Transitions**

*(Subtasks 1 – 2 apply only if a new contractor team is selected)*

1. Finalize the transition plan provided in the selected proposal and work with the existing project Contractor(s) for up to one month to transition project



responsibilities at the start of the contract period and facilitate all necessary technical and procedural training. Transition may be shortened on approval by MTC, if MTC determines it can be conducted acceptably within a shorter time period.

2. Start independent operation of the 511 Web Services Contract no later than August 1, 2011.
3. Prepare all documents requested by MTC needed to support the preparation of the next Request for Proposal for a new 511 Web Services Contractor (i.e., FY16).
4. Prepare a project transition plan six months before the end of the contract period in FY16 detailing steps to successfully transition project responsibilities.
5. Work with future project contractor(s) for at least one (1) month and not longer than three (3) months to transition project responsibilities at the end of the contract period, including providing all necessary technical and procedural training.

#### **Deliverables**

<b>Task/Subtask</b>	<b>Deliverable</b>	<b>Frequency</b>
I.C.1	Finalized transition plan	August 1, 2011
I.C.2	Independent operation of 511 web services	No later than September 1, 2011
I.C.3	Documents necessary to develop next procurement	Once; As early as January 2016
I.C.4	Project Transition Plan for the next procurement	Once; As early as January 2016
I.C.5	Successful transition to the next contractor	Once; As early as April 2016. Any transition work beyond 6/30/16 be through contract amendment.

## **II. WEB SERVICES AND SUPPORT**

### **A. ~~Operations and Maintenance~~ Ongoing Website Support**

1. Monitor the 511.org home page and all subpages<sup>3</sup> to detect dead/incorrect links and graphics; find typographical errors, or pages without content; ensure the availability of the homepage tools; report issues to the Project Manager and/or to other 511 Contractors as appropriate. Fix issues or develop action plans for resolving issues.
2. Monitor and maintain current, accurate content on text pages of the 511.org home page and all subpages as 511 features evolve and to reflect current conditions,

<sup>3</sup> "511.org and subpages" refers to 511 pages not including those that have traffic.511.org, transit.511.org, rideshare.511.org, bicycling.511.org, MY511.org or m.511.org in the URL.

including summary pages and FAQ pages. Update within as little as 30 minutes of notification from MTC during business hours or as scheduled during non-business hours.

3. Update the 511.org home page and all subpages. Maintain the 511.org home page style sheet.
4. Develop and deploy graphics (e.g., promo boxes, icons, web banners) for the 511.org homepage and subpages and/or provide graphics to the other 511 Contractors for implementation. Ensure graphics are consistent with the 511.org Web Toolkit (<http://511.org/toolkit>) and 511 Brand Guidelines (<http://511.org/511brandtoolbox/main.asp>). Provide graphic updates as quickly as two hours for a new graphic/promo or 30 minutes for a text promo change during business hours or as scheduled during non-business hours, when necessary.
5. Ensure all website changes made by the Web Services Contractor, including text updates, promo box replacements, links, and functional changes, are error free, compliant with the 511.org Web Toolkit (<http://511.org/toolkit>) and 511 Brand Guidelines (available on the 511.org website at <http://511.org/511brandtoolbox/main.asp>), and implemented on a timely basis per a mutually agreed upon schedule.
6. Develop and implement new pages that are part of the 511.org homepage and subpages as necessary and operate and maintain them thereafter.
7. Maintain the Content Management System (CMS) – Adobe Contribute. Serve as a CMS administrator and provide administration support to MTC administrators. Purchase license upgrades, when requested.
8. Maintain the 511.org Web Toolkit (<http://511.org/toolkit>).
9. Lead the overall vision for the 511.org website design framework ~~for a customer-facing website.~~ ~~and~~ ~~e~~Coordinate with other 511 sister pages (i.e. transit, rideshare, bicycling) to enable functional and design consistency of the 511 pages. On an on-going basis, Recommend graphic and website design improvements to 511.org to keep the website current and fresh; to evolve 511's website design and overall brand identification; and to maintain consistency across the website. Be available to MTC staff on a daily basis to provide guidance on website content changes.
10. Through coordination with the 511 Contractors, update and design new template examples and implementation code for 511.org website components, including navigation, text boxes, buttons and tabs, forms, and tables, as necessary.
- 9.11. Maintain the 511 Brand Guidelines (public version available at Shauna to insert [http://511.org/docs/511%20Brand%20Guidelines\\_Partner.pdf](http://511.org/docs/511%20Brand%20Guidelines_Partner.pdf); internal version available at [http://511.org/docs/511%20Brand%20Guidelines\\_FINAL.pdf](http://511.org/docs/511%20Brand%20Guidelines_FINAL.pdf)). Set the standard for the 511 brand in online, print, and spoken mediums. Update the internal and partner versions of the guidelines as 511.org's web styles change and the brand

identity evolves. Coordinate with 511 marketing (implemented through the 511 Ridesharing & Bicycling Contract) on changes to print and messaging guidelines.

- ~~10.12.~~ 11.12. Maintain the 511 Brand Toolbox (<http://511.org/511brandtoolbox/main.asp>). Maintain and update the library of logos, icons, graphics, and press clippings.
- 11.13. Maintain the Emergency Toolkit. Update the templates and graphics, as necessary, to support different types of emergencies and the associated information to disseminate, and to ensure consistency with the live 511.org home page. Ensure pages can be updated through the Content Management System (i.e., Adobe Contribute).
- ~~12.14.~~ 13.14. Maintain and enhance interactive and informational 511.org home page tools, including the real-time transit departures tool, transit trip planner entry form, multi-modal trip planner entry form, rideshare quickmatch, streaming breaking news ticker, static traffic map, Twitter feed, and API security token interface. Ensure that updates maintain or improve ease of use and functionality of the tools.
- ~~13.15.~~ 14.15. Coordinate with other 511 contractors as necessary ~~for tool enhancement~~ to enhance the tools on 511.org. Be proficient in the coding languages necessary to work with the 511 sister web pages in order to use code and API's from other web page suites on the 511.org page and subpages. Be proficient in accessible website design.
- ~~14.16.~~ 15.16. Review all 511.org web page usage data and customer comments collected by the 511 Traffic Contractor on a monthly basis. Understand usage data and use it as a tool in web page analysis and when recommending page direction.
- ~~15.17.~~ 16.17. Provide advice and insight based on the Contractor's existing knowledge base and experience to support MTC decision-making about web design and development.

#### Deliverables

Task/Subtask	Deliverable	Frequency
II.A.1	Fully operational web pages	Ongoing
II.A.2	Current, updated web pages	Ongoing; Updates made within as little as 30 minutes of notification
II.A.3	Current, updated 511.org pages	Ongoing, as needed
II.A.4	Graphics	Ongoing; Updates made within as little of 30 minutes of notification
II.A.5	Accurate, error-free content updates	Ongoing
II.A.6	Fully functional content management system	Ongoing
	CMS license upgrades	Once during 5-Yr Contract; ~ Yr 3

II.A.7	New 511.org subpages	As requested by MTC; 10 – 15 per year.
II.A.8	Web Design Toolkit updates	As needed; anticipate twice a year
<del>II.A.9</del>	<del>Emails, meeting attendance and/or other communication providing recommendations and guidance</del>	<del>Ongoing, as needed; up to daily</del>
<del>II.A.10</del>	<del>New design templates</del>	<del>As needed; anticipate once a year</del>
II.A.9 <del>11</del>	511 Brand Guidelines (internal and partner versions)	As needed; anticipate once a year
II.A.10 <del>12</del>	<del>511 Brand Toolbox and</del> Current library of logos, icons, and graphics	Ongoing
II.A.11 <del>13</del>	Emergency toolkit updates	As needed; anticipate twice a year
II.A.12 <del>14</del>	Fully functional 511.org homepage tools (i.e., user interface maintained on 511.org only. Does not include data sources/API's or interrelated tools on the modal sister pages maintained by other 511 Contractors.)	Ongoing
II.A.13 <del>15</del>	Coordination meetings. Full understanding of coding languages and accessible website design.	Ongoing
II.A.14 <del>16</del>	Full understanding of 511.org page and subpage usage stats	Ongoing
II.A.15 <del>17</del>	Emails responding to MTC questions and/or meeting attendance	As requested by MTC

#### B. Variable Web Services

The number of variable web services tasks to be performed during any given year will be dictated by available budget.

1. Work with MTC to plan variable web services on an up-to-quarterly basis. Each quarterly strategy development may require several meetings.
2. Prepare preliminary task budget estimates (on a deliverables-basis and/or cost-plus-fixed-fee-basis as requested by MTC), time lines and other input as requested by MTC to facilitate variable web services planning.
3. Develop Scopes of Work for MTC approval to facilitate the variable web services tasks approved under Task II.B.1, as requested by MTC including budget, deliverables, schedule and standards of performance.
4. Implement the set of variable web services mapped out through Tasks II.B.1 & 2. At least one variable web service task will be accomplished in any given year. Tasks could include activities such as:

- Redesign the entire website or a specific section of the website,
  - Redesign a tool/feature user interface,
  - Design, develop, and implement a new interactive feature on the 511.org home page,
  - Develop a downloadable application or widget,
  - Provide technical guidance and strategy about web page accessibility,
  - Evaluate and implement ADA accessible design changes,
  - Provide technical guidance and strategy about multiple language delivery,
  - Provide technical guidance and strategy about site-wide comprehensive Content Management System incorporation, browser technologies, website standards compliance, etc.
  - Develop multilingual text,
  - Provide technical guidance and strategy about emerging dissemination channel technologies,
  - Work collaboratively with other 511 Contractors to serve as the design, user experience and/or user research experts for new interactive features on the 511 modal pages.
  - Work collaboratively with other 511 Contractors to provide technical guidance and strategy about integrating the website backend,
  - Work collaboratively with other 511 Contractors to provide technical guidance and strategy to ensure that sites are sufficiently secure from hacking and other external threats,
  - Work collaboratively with other 511 Contractors to provide technical guidance and strategy for "right sizing" 511 systems to ensure that they can handle spikes in usage,
  - Provide technical guidance about other subjects,
  - Implement recommendations from technical guidance evaluations,
  - Conduct user preference and usability studies,
  - Implement a comprehensive 511 Brand Guidelines revamp,
  - Etc.
5. Through the implementation of variable web services activities the Contractor shall:
- Lead the overall vision for 511 website design and the 511 brand, and coordinate with other 511 sister pages (i.e. transit, rideshare, bicycling) to enable user interface and design consistency of the 511 pages.
  - Recommend graphic and website design improvements to 511.org that keep the website current and fresh and are designed to encourage greater usage.
  - Recommend information architecture and user interface design changes to improve the functionality and ease of use of 511.org.



- Be proficient in the coding languages necessary to work with the 511 sister web pages in order to provide variable web services affecting the entire 511 website.

#### Deliverables

Task/Subtask	Deliverable	Frequency
II.B.1	Variable Web Services Action Plan summaries	Up to quarterly
II.B.2	High-level budgets, schedules, scope outlines	Up to quarterly
II.B.3	Individual task Scopes of Work	Up to quarterly
II.B.4	Deliverables per the approved Scope of Work	TBD
II.B.5	Achievement of goals listed in task	TBD

#### C. Respond to Emergencies/ Incidents

1. With minimal notice, provide 24/7 emergency response resources to disseminate public information during significant regional traffic or transit incidents, or emergency situations. Examples of these “incidents” include natural disasters, planned construction and bridge closures, transit strikes, severe traffic accidents, severe infrastructure failures, emergency bridge closures, etc.
2. Develop and maintain an hourly emergency staffing plan with assigned personnel and responsibilities throughout the duration of the incident. Ensure adequate staffing so that at least two project coordinators and two web developers are available in a 24 hour period.
3. Using the Emergency Toolkit templates, implement (or assist MTC staff with implementing, as necessary) emergency response tools (e.g., special incident web pages, promo boxes) and procedures within twenty (20) minutes of being instructed by MTC to do so.
4. Attend meetings and coordinate with public agencies and other 511 contractors.
5. Immediately upon undertaking the emergency response effort, track and maintain records of all hours worked and costs associated with the response effort.

#### Deliverables

Task/Subtask	Deliverable	Frequency
II.C.1	Required staffing resources	When an emergency occurs
II.C.2	Emergency staffing plans	Throughout the course of an emergency
II.C.3	Emergency related information disseminated through 511	Throughout the course of an emergency
II.C.4	Meetings	Throughout the course of an emergency

II.C.6	Records of hours worked by personnel and associated costs, and all other costs associated with emergency response	During and following an emergency
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### III. NEW CONTRACTOR RESPONSIBILITIES

Funding for Element III is not included in the project funding identified in this RFP. These responsibilities will only be incorporated into the contract through a contract amendment. The following are potential tasks that could be incorporated at a later time. Actual detailed responsibilities would be defined at the time of the contract amendment..

- A. Perform operations and maintenance for all content and graphics on the entire 511.org website.
- B. Develop and/or maintain all interactive tools on the 511.org website.
- C. Develop and/or maintain the mobile website (m.511.org) and downloadable applications.
- D. Host the entire 511.org website.
- E. Perform complete design, operations, maintenance, development, and hosting services for the 511.org website.

## **APPENDIX A-1, SAMPLE TASK DESCRIPTION**

This sample task is provided so that proposers have an opportunity to demonstrate in detail their approach to task work and allocation of resources through development of an approach, sample scope of work, deliverables table, schedule and ~~sample~~ budget. This task is an example of a typical task under 'Variable Web Services' that may be requested of the selected contractor in the first contract year.

Please assume a budget in the range of \$75,000 to \$125,000 for this task.

***Sample Task: Design the Integration of the MY 511 Personalized Service throughout the 511.org Website and Design a New MY 511 Registration.***

### **Background**

MY 511 is 511's personalized service available on the web at MY511.org and on the phone by first registering on the web and then calling 511. With MY 511, users build their own 511.org home page or bypass phone menu options when calling 511 to get directly to their information. Users register at MY511.org, where they can define and save up to six traffic trips and six transit trips, with names like "home to work" or "work to gym." Then they can access real-time driving times and transit departure times for those trips on the 511 phone service and 511.org. They can also receive text message and e-mail alerts. Learn more about MY 511 here:  
<http://my511.org/AboutMY511.aspx>.

MY 511 launched in March, 2008 and currently has approximately 15,000 registered users. Registration is a four step process, including creation of basic account information, setup of traffic trips, setup of transit trips, and verification of the account through a confirmation email. Unfortunately, the abandonment rate during the registration process is 43 percent. Of those who do complete registration, 6 percent remain as unverified users, presumably mainly due to lost verification e-mails in spam folders.

Once an account is verified, users may immediately view their personalized MY 511 home page, call 511 for their trips, or receive text and/or e-mail alerts. However, because the users' personalized page is a standalone page with limited features, they do not currently have direct access to other popular features, such as the 511 Traffic Map or Transit Trip Planner. In other words, users might need to visit both their personalized page and the 511 Traffic or 511 Transit pages for their trip planning purposes.

### **Vision for MY 511**

MTC would like to upgrade and redesign MY 511 to provide a more integrated, informative, and user friendly experience. MTC's redesign objectives are to:

1. Eliminate the standalone personalized MY511 home page, and instead integrate personalized information through the 511.org website (primarily on the 511 Traffic and

- Transit pages, and the 511.org homepage in the near term). Pursue an interim strategy to evolve MY 511 from the current standalone page to the integration throughout 511.org.
2. Revamp the registration process to make it simpler, faster, and more user friendly, thereby reducing the number of abandoners and unverified users. Integrate registration access points throughout the 511.org website, rather than requiring users to go to MY511.org.
  3. Revisit if the verification e-mail is a necessary component of the registration process.
  4. Create an account management process that provides easy access for users to edit their trips and basic account information from multiple access points across the 511.org website.
  5. Integrate the MY 511 brand throughout the 511.org website to encourage users to sign up for the service.
  6. Bring the design of MY 511 features into compliance with the 511.org Web Design Toolkit (<http://511.org/toolkit>).

*Note that this effort DOES NOT address how trip/map/alert saving will occur on each modal sister page. That effort is unique to the content and tools on each page and will be addressed under a separate effort. This effort also DOES NOT include the development work associated with the above design effort.*

Design Task (limit 10 pages)

The proposer will address the following (limit to 10 pages):

1. ~~Develop a proposed approach based on the stated objectives that describes how the proposer~~ Based on the vision described above, describe your approach to integrating personalized information throughout the 511.org website ~~will address the user interface design process and to identify-identifying the optimal registration and account management process to ensure a simple, user friendly, and useful personalized service. Propose a process for including user testing/research (e.g., usability, focus groups) as part of the design process. Describe the extent and processes of the user studies that would be involved. If user studies are not part of your approach, describe why.~~
2. Develop a sample scope of work including assigned personnel, responsibilities, communication points, review process, milestones, deliverables and schedule. ~~The proposer would be expected to deliver the following as part of this project~~ to provide the following deliverables:
  - a. ~~Wireframes~~
  - b. ~~Designs (.PSD files) with user interactions, such as clicks and mouse over, fully documented.~~
  - c. ~~Fully functional pages (XHTML, CSS and JavaScript) with mocked data. HTML pages developed should be 508 compliant and should be cross-browser compatible.~~

- a. Wireframes, designs, and fully functional pages (per the proposed SOW task description) for the new MY 511 registration process.
- b. Wireframes, designs, and fully functional pages (per the proposed SOW task description) for the new MY 511 account management process.
- c. A strategy document for migrating from the current MY 511 home page to an integrated service, with the assumption that not all modal pages would be ready to integrate personalized info at the same time and that the MY 511 home page might not be turned off immediately.
- d. Design recommendations, if appropriate, for an interim MY 511 home page.
- e. A written recommendation regarding the registration verification.
- f. Designs for integrating registration/login access points throughout the 511.org website.
- g. Designs to promote MY 511 throughout the website, if recommended.

***Note that ~~D~~development and implementation of the design throughout the website would be covered under a ~~separate~~ SEPARATE budget effort or by other 511 contractors.***

**3. Define all deliverables you will provide.**

**3.4. Develop a detailed budget including how resources would be allocated, including key personnel and hourly rates. Use a format similar to that in Appendix C, Format for Development of Project Budget by Task, except change the tasks names and numbering as appropriate. For example, if your Scope of Work identifies tasks 1 through 5, change the numbering from I.A, I.B, (etc.) to 1 through 5 and identify the budget for each task you have scoped.**



**APPENDIX B, RATE SHEET**

Instructions for completing Appendix B: Rate sheet

1. In the pink cell, enter the prime Contractor's name.
2. In the green cell, enter the name of the Project Manager.
3. Provide rates for all positions. In the "Name or position" and "Firm" columns, enter the name of key personnel or the position for non-key personnel and the corresponding firm. There are 15 rows for each fiscal year; additional rows may be added as needed.
4. In the blue cells, enter the salary, overhead, profit and any other costs included in the fully loaded hourly rate in the appropriate column.
5. Under the "Fully loaded hourly rate" column, enter the sum of the previous 4 columns.
6. Identify ALL mark-ups or fees that would be included in your fee structure (e.g., mark-ups on subcontractors, etc.).

Note that formulas are not provided in the Excel version of the following table that is available on MTC's website at <http://www.mtc.ca.gov/jobs/>. Proposers are encouraged to use formulas where appropriate.

**APPENDIX B: RATE SHEET**

**Team:**

**Project Manager:**

Proposed Hourly Rates by Year	Name or position (note 1)	Firm	Salary (hourly rate)	Overhead	Profit	Other (note 2)	Fully loaded hourly rate (note 3)
FY11-12	1						
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						
FY12-13	1						
	2						
	3						
	4						
	5						
	6						
	7						
	8						
	9						
	10						
	11						
	12						
	13						
	14						
	15						

Proposed Hourly Rates by Year		Name or position (note 1)	Firm	Salary (hourly rate)	Overhead	Profit	Other (note 2)	Fully loaded hourly rate (note 3)
FY13-14	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							
FY14-15	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							

Proposed Hourly Rates by Year		Name or position (note 1)	Firm	Salary (hourly rate)	Overhead	Profit	Other (note 2)	Fully loaded hourly rate (note 3)
FY15-16	1							
	2							
	3							
	4							
	5							
	6							
	7							
	8							
	9							
	10							
	11							
	12							
	13							
	14							
	15							

Note 1: If staff changes occur, the replacement staff must receive the same or lower salary.

Note 2: Bidders must specifically identify what constitutes any "Other" costs included in this column.

Note 3: Fully loaded hourly rate = Salary + Overhead + Profit + Other

**APPENDIX C, FORMAT FOR DEVELOPMENT OF PROJECT BUDGET BY  
TASK**

Proposers must provide annual cost proposals for FY11-12 to FY15-16. To prepare the cost proposals, MTC has prepared an Excel workbook of templates for proposer use that is available on MTC's website at <http://www.mtc.ca.gov/jobs/>. MTC has not provided formulas in the excel worksheets. The workbook includes the following templates:

Table A:	Project Budget by Task FY2011-12
Table B:	Project Budget by Task FY2012-13
Table C:	Project Budget by Task FY2013-14
Table D:	Project Budget by Task FY2014-15
Table E:	Project Budget by Task FY2015-16
Table F:	5-Year Project Budget by Task

Proposers may modify the templates to meet their needs, *but each cost proposal must include at a minimum the level of detail depicted in the templates*. For example, proposers could add rows to provide more detail at the task level or add notes, explanation, and assumptions.

Specifically, the Project Budgets by Task must show the:

- Fully loaded staff labor-hour budgets for the tasks in Project Elements I – II and their resulting costs,
- All ~~Direct~~ or other direct costs associated with the tasks (including travel),
- Fees and/or mark-ups charged on direct or other direct costs,
- Task-level detail as defined in the templates, and
- The budget available for Variable Web Services (Task II.B).

*Instructions for Completing Tables A - E:*

1. Complete one table per fiscal year (e.g., Table A for FY2011-12)
2. In the green cells, enter the names and firms of assigned personnel. If you have non-key personnel, enter the position name and indicate their firm. Additional columns may be added as needed.
3. In the yellow cells, enter the fully loaded hourly rate (from Appendix C) of each corresponding personnel or position.
4. In the orange cells, enter the hours by task for each personnel or position.
5. In the "Team Labor Hours" column, sum the hours (orange columns) by task.
6. In the "Team Labor Cost" column, calculate the total labor cost of each task by multiplying the fully loaded hourly rates (yellow cells) by the budgeted hours for each personnel/position and summing.
7. In the blue area, enter the hardware, software, materials, travel and other direct costs by task under the appropriate column.
  - a. Include any markup/profit you will charge on direct costs in the column "Direct Cost Markup."
8. In the white subtotal (or sum) rows, enter the requested subtotal.
9. In the last row of Tables A through E, enter the totals of each column for the fiscal year. The total shall contain all costs for the project including overhead and profit.

*Instructions for Completing Table F: 5-Year Project Budget by Task*

1. Add the appropriate sums from Tables A-E in the appropriate column of Table F.



**APPENDIX D, CALIFORNIA LEVINE ACT STATEMENT**

California Government Code § 84308, commonly referred to as the "Levine Act," precludes an officer of a local government agency from participating in the award of a contract if he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. This prohibition applies to contributions to the officer, or received by the officer on behalf of any other officer, or on behalf of any candidate for office or on behalf of any committee.

MTC's commissioners include:

Tom Azumbrado  
Tom Bates  
Dave Cortese  
Dean J. Chu  
Chris Daly  
Bill Dodd

Dorene M. Giacomini  
Federal D. Glover  
Scott Haggerty  
Anne W. Halsted  
Steve Kinsey  
Sue Lempert  
Jake Mackenzie

Jon Rubin  
Bijan Sartipi  
James P. Spering  
Adrienne J. Tissier  
Amy Rein Worth  
Ken Yeager

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any MTC commissioner in the 12 months preceding the date of the issuance of this request for qualifications?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any MTC commissioners in the three months following the award of the contract?

☐ YES ☐ NO

If yes, please identify the commissioner: \_\_\_\_\_

Answering yes to either of the two questions above does not preclude MTC from awarding a contract to your firm. It does, however, preclude the identified commissioner(s) from participating in the contract award process for this contract.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICIAL)

\_\_\_\_\_  
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

\_\_\_\_\_  
(TYPE OR WRITE NAME OF COMPANY)

**APPENDIX E, SYNOPSIS OF PROVISIONS IN MTC'S STANDARD  
CONTRACTOR AGREEMENT**

The selected contractor will be required to sign MTC's standard contractor agreement, a copy of which standard agreement may be obtained from the Project Manager for this RFP. In order to provide bidders with an understanding of some of MTC's standard contract provisions, the following is a synopsis of the major requirements in our standard agreement for professional services. THE ACTUAL LANGUAGE OF THE STANDARD CONTRACTOR AGREEMENT SUPERSEDES THIS SYNOPSIS.

Termination: MTC may, at any time, terminate the Agreement upon written notice to Contractor. Upon termination, MTC will reimburse the Contractor for its costs for incomplete deliverables up to the date of termination. Upon payment, MTC will be under no further obligation to the Contractor. If the Contractor fails to perform as specified in the agreement, MTC may terminate the agreement for default by written notice following a period of cure, and the Contractor is then entitled only to compensation for costs incurred for work products acceptable to MTC, less the costs to MTC of rebidding.

Insurance Requirement: See *Appendix E-1, Insurance Requirements*, attached hereto.

Independent Contractor: Contractor is an independent contractor and has no authority to contract or enter into any other agreement in the name of MTC. Contractor shall be fully responsible for all matters relating to payment of its employees including compliance with taxes.

Indemnification: Contractor agrees to defend, indemnify and hold MTC, FHWA, FTA, and Caltrans harmless from all claims, damages, liability, and expenses resulting from any negligent or otherwise wrongful act or omission of Contractor in connection with the agreement. Contractor agrees to defend any and all claims, lawsuits or other legal proceedings brought against MTC arising out of such negligent or wrongful acts or omissions. The Contractor shall pay the full cost of the defense and any resulting judgments.

Data Furnished by MTC: All data, reports, surveys, studies, drawings, software (object or source code), electronic databases, and any other information, documents or materials ("MTC Data") made available to the Contractor by MTC for use by the Contractor in the performance of its services under this Agreement shall remain the property of MTC and shall be returned to MTC at the completion or termination of this Agreement. No license to such MTC Data, outside of the Scope of Work of the Project, is conferred or implied by the Contractor's use or possession of such MTC Data. Any updates, revisions, additions or enhancements to such MTC Data made by the Contractor in the context of the Project shall be the property of MTC.

Ownership of Work Product: See Section V.J, Intellectual Property and Work Product Ownership Rights.

Personnel and Level of Effort: Personnel assigned to this Project and the estimated number of hours to be supplied by each will be specified in an attachment to the Agreement. No substitution of personnel or substantial decrease of hours will be allowed without prior written approval of MTC.

Subcontracts: No subcontracting of any or all of the services to be provided by Contractor shall be allowed without prior written approval of MTC. MTC is under no obligation to any subcontractors.

Contractor's Records: Contractor shall keep complete and accurate books, records, accounts and any and all work products, materials, and other data relevant to its performance under this Agreement. All such records shall be available to MTC for inspection and auditing purposes. The records shall be retained by Contractor for a period of not less than four (4) years following the fiscal year of the last expenditure under this Agreement.

Prohibited Interest: No member, officer or employee of MTC can have any interest in this agreement or its proceeds and Contractor may not have any interest which conflicts with its performance under this Agreement.

Governing Law. The Agreement shall be governed by the laws of the State of California.

**APPENDIX E-1, INSURANCE REQUIREMENTS**

**Minimum Insurance Coverages.** Contractor shall, at its own expense, obtain and maintain in effect at all times the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement, placed with insurers with a Best's rating of *A-VIII* ~~A-X~~ or better.

Yes (✓)	<b>Please certify by checking the boxes at left that required coverages will be provided within five (5) days of MTC's notice to firm that it is the successful proposer.</b>
—	<u>Workers' Compensation Insurance</u> in the amount required by the applicable laws, and Employer's Liability insurance with a limit of not less than \$1,000,000 per employee and \$1,000,000 per occurrence, and any and all other coverage of CONTRACTOR's employees as may be required by applicable law. Such policy shall contain a Waiver of Subrogation endorsement in favor of MTC. Such Workers Compensation & Employers Liability may be waived, if and only for as long as CONTRACTOR is a sole proprietor with no employees.
—	<u>Commercial General Liability Insurance</u> for Bodily Injury and Property Damage liability, covering the operations of CONTRACTOR and CONTRACTOR's officers, agents, and employees and with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence with a general aggregate liability of not less than \$2,000,000, and Personal & Advertising Injury liability with a limit of not less than \$1,000,000. Expense for Indemnatee's defense costs shall be outside of policy limits and such policy shall be issued on a Duty to Defend Primary Occurrence Form.  MTC, FHWA, FTA, Caltrans and their commissioners, directors, officers, representatives, agents and employees are to be named as additional insureds. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from CONTRACTOR's operations.
—	<u>Business Automobile Insurance</u> for all automobiles owned, used or maintained by CONTRACTOR and CONTRACTOR's officers, agents and employees, including but not limited to owned, leased, non-owned and hired automobiles, with limits of liability which shall not be less than \$1,000,000 combined single limit per occurrence.
—	<u>Umbrella Insurance</u> in the amount of \$5,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.
—	<u>Errors and Omissions Professional Liability Insurance</u> in an amount no less than \$2,000,000. If such policy is written on a "Claims-Made" (rather than an "occurrence") basis, CONTRACTOR agrees to maintain continuous coverage in effect from the date of the commencement of services to at least three (3) years beyond the termination or completion of services or until expiration of any

	applicable statute of limitations, whichever is longer. The policy shall provide coverage for all work performed by the CONTRACTOR and any work performed or conducted by any subcontractor working for or performing services on behalf of the CONTRACTOR. No contract or agreement between the CONTRACTOR and any subcontractor shall relieve the CONTRACTOR of the responsibility for providing this Errors & Omissions or Professional Liability coverage for all work performed by the CONTRACTOR and any subcontractor working on behalf of the CONTRACTOR on the project.
	<u>Property Insurance</u> covering CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement, materials or property to be purchased and/or installed on behalf of MTC (if any), debris removal, and builders risk for property in the course of construction (if applicable). Coverage shall be written on a "Special Form" ("All Risk") that includes theft, but excludes earthquake, with limits at least equal to the replacement cost of the property. Such policy shall contain a Waiver of Subrogation in favor of MTC. If such insurance coverage has a deductible, the CONTRACTOR shall also be liable for the deductible.

**Deductibles:** Any deductibles or self-insurance retentions over \$100,000 are subject to the approval of MTC.

**Notice of Termination:** All CONTRACTOR policies shall provide that the insurance carrier shall give written notice to MTC at least ~~10~~ 60-days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

**Additional Provisions:** Each policy or policies of insurance described in Commercial General Liability Insurance, above shall contain the following provisions:

- Inclusion of MTC, FHWA, FTA, Caltrans, their directors, commissioners, officers, representatives, agents and employees, as additional insured's with respect to work or operations in connection with this Agreement.
- Endorsement providing that such insurance is primary insurance and no insurance of MTC will be called on to contribute to a loss.

**Certificates of Insurance:** Promptly on execution of this Agreement and prior to commencement of any work hereunder, CONTRACTOR shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. CONTRACTOR agrees, upon written request by MTC, to furnish copies of such policies or endorsements required under the Agreement prior to the Effective Date of the Agreement.

**Disclaimer:** The foregoing requirements as to the types of limits of insurance coverage to be maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant hereto, including, but not limited to, liability assumed pursuant to *Appendix F* (Indemnification).

**Subcontractor's Insurance:** Contractor shall require each of its subcontractors to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.



**By signing below, you acknowledge and agree to provide the required certificate of insurance providing verification of the minimum insurance requirements listed above within five (5) days of MTC's notice to firm that it is the successful proposer.**

Representative Name and Title	
Name of Authorizing Official	
Authorized Signature	
Date	

**NOTE: If you were unable to check "Yes" for any of the required minimum insurance coverages listed above, a request for exception to the appropriate insurance requirement(s) must be brought to MTC's attention no later than the date for protesting RFP provisions. If such objections are not brought to MTC's attention consistent with the protest provisions of this RFP, compliance with the insurance requirements will be assumed.**

**APPENDIX F, FEDERAL REQUIREMENTS**  
**DEPARTMENT OF TRANSPORTATION REQUIREMENTS**

1. Equal Employment Opportunity. Contractor shall not, on the grounds of race, color, sex, age, religion, national origin, ancestry, physical handicap, medical condition, or marital status either discriminate or permit discrimination against any employee or applicant for employment in any manner prohibited by Federal, State or local laws. In the event of Contractor non-compliance, MTC may cancel, terminate or suspend the Agreement in whole or in part. Contractor may also be declared ineligible for further contracts with MTC.

Contractor and its subcontractors shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor and its subcontractors shall post in conspicuous places, available to all employees and applicants for employment, a notice setting forth these provisions.

2. Disadvantaged Business Enterprise (DBE) and Small Business Enterprise Policy.

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an under-utilized DBE (UDBE) goal, the Contractor must meet the UDBE goal by using UDBEs as subcontractor or document a good faith effort to meet the goal. If a UDBE subcontractor is unable to perform, the Contractor must make a good faith effort to replace him/her with another UDBE subcontractor if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
  1. Black American
  2. Asian-Pacific American
  3. Native American
  4. Women
- C. DBE and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the **performance** of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Contractor to carry out

these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.1 Prompt Payment of Funds Withheld to Subcontractors

MTC shall hold retainage from the prime Contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime Contractor based on these acceptances. The prime Contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30-days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime Contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime Contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime Contractors and subcontractors.

Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

## 2.2 DBE Records

- A. The Contractor shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime Contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors," CEM-2402F (Exhibit 17-F in Chapter 17 of the LAP), certified correct by the Contractor or the Contractor's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Contractor when a satisfactory "Final Report Utilization of Disadvantaged Business Enterprises (DBE) First-Tier Subcontractors" is submitted to the Contract Manager.

1) Prior to the fifteenth of each month, the Contractor shall submit documentation to the MTC's Project Manager showing the amount paid to DBE trucking companies. The Contractor shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Contractor may count only the fee or commission the DBE receives as a result of the lease arrangement.

2) The Contractor shall also submit to the MTC's Project Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Contractor by the Agency's Contract Manager.

### 2.3 DBE Certification and De-certification Status

If a DBE subcontractor is decertified during the life of the Agreement, the decertified subcontractor shall notify the Contractor in writing with the date of de-certification. If a subcontractor becomes a certified DBE during the life of the Agreement, the subcontractor shall notify the Contractor in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days.

### 2.4 Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers,

brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.

- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## 2.5 Performance of DBE Contractors and Other DBE Subcontractors/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing, and other relevant factors.
  - B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
  - C. If a DBE does not perform or exercise responsibility for at least thirty percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- 3. Title VI of Civil Rights Act of 1964. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and its implementing regulations in 49 CFR Part 21.
  - 4. Debarment. In contracts over \$25,000, Contractor is required to certify, prior to executing a contract, that neither it nor its principals have been debarred from certain federal transactions by any Federal agency and to require any subcontractors with subcontracts over \$25,000 to provide a similar certification. (A copy of the required certification is included with this Appendix.)
  - 5. Audit and Inspection of Records. Contractor shall permit the authorized representatives of DOT, Federal Transit Administration (FTA) or the Federal Highway Administration (FHWA, and the Comptroller General of the United States to inspect and audit all data and records of the Contractor relating to its performance under this Agreement from the date of this Agreement until three (3) years after the close out of the federal grant from which this



Agreement is financed, or four (4) years after the fiscal year of the expenditure, whichever is longer. This requirement must be passed along to subcontractors, excluding purchase orders not exceeding \$25,000.

6. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the MTC and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the MTC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the MTC's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the MTC.
- D. Any substitution of subcontractors must be approved in writing by the MTC's Project Manager in advance of assigning work to a substitute subcontractor.

7. Federal Grant Requirements. Those laws, statutes, ordinances, rules, regulations and procedural requirements which are imposed on MTC as a recipient of federal funds are imposed on Contractor, including compliance with 49 CFR Part 18, FTA Circular 4220.1D and the current FTA Master Agreement, a copy of which is available through MTC.

8. Identification of Documents. All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

The preparation of this report has been financed in part by grants from the Federal Transit Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

9. Rights in Data. The Federal Government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which MTC or Contractor purchases ownership under this Agreement.

10. State Energy Conservation Plan. Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 *et seq.*).

11. Clean Air and Water Pollution Act. Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act

(42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. Restrictions on Lobbying. In agreements over \$100,000, Contractor is required to execute a certificate indicating that no federal funds will be used to lobby federal officials and to disclose lobbying activities financed with non-federal funds. (Certificate attached.)

**APPENDIX F-1, CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

(Third Party Contracts and Subcontracts over \$25,000)

**Instructions for Certification:**

1. By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List issued by U.S. General Service Administration.
8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which does a prudent person in the ordinary course of business dealings normally possess.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 CFR Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Date

---

(Signature of authorized official)

---

(Type/print name and title)



**APPENDIX F-2, CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, \_\_\_\_\_ hereby certify on behalf of \_\_\_\_\_ that:  
(name and title of grantee official) (name of grantee)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By \_\_\_\_\_ (signature of authorized official)

\_\_\_\_\_  
(title of authorized official)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

**Distribution:** (1) Copy – If this Proposer is successful fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of award. Failure to send a copy to the DLAE within 15 days of award may result in de-obligation of funds for this project.  
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER- UDBE COMMITMENT  
(CONTRACTOR CONTRACTS) (Revised 03/09)  
ALL PROPOSERS:**

**PLEASE NOTE:** It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the contractor contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Contractor. Notify the Contractor in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime contractor and subcontractor certification numbers. Prime contractors shall indicate all work to be performed by UDBEs including, if the prime contractor is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the contractor proposing. Also list a phone number in the space provided and print the name of the person to contact.

**For the Success Proposer only, local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

## INFORMATION (CONTRACTOR CONTRACTS)

**NOTE: PLEASE REFER TO INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM**

[illegible]

Distribution: (1) Copy – Fax or scan a copy to the Caltrans District Local Assistance Engineer (DLAE) within 15 days of contract execution. Failure to send a copy to the DLAE within 15 days of contract execution may result in de-obligation of funds for this project.  
(2) Original – Local agency files

**INSTRUCTIONS - LOCAL AGENCY PROPOSER DBE INFORMATION  
(CONTRACTOR CONTRACTS) (Revised 03/09)**

**SUCCESSFUL PROPOSER:**

The form requires specific information regarding the contractor contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime contractor. The form has a column for the Names of DBE certified contractors to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime contractor's and subcontractors' certification numbers. The prime contractor shall indicate all work to be performed by DBEs including, if the prime contractor is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

**For the successful proposer, Local agencies** should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

**District DBE Coordinator** should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.



**APPENDIX F-5, UDBE INFORMATION—GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

MTC established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of five percent (5%) for this project. The information provided herein shows that a good faith effort was made.

Bidders shall submit the following information to document adequate good faith efforts. Bidders should submit the following information even if the “Local Agency Bidder – UDBE Commitment” form indicates that the bidder has met the UDBE goal. This will protect the bidder’s eligibility for award of the contract if the administering agency determines that the bidder failed to meet the goal for various reasons, e.g., a UDBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

- D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

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Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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- E. Efforts made to assist interested UDBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to UDBEs:

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- F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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Name of Proposing Company	
Signature of Authorizing Official	
Date	